COUNTY OF GREENWOOD

TIMBER DEED

This timber deed, made and entered into this by and between GWALIA (U.S.A.) LTD.

day of April

. 1989

Grantor

, sometimes hereinalter referred to as the and Georgia Pacific Corporation, a Georgia Corporation, sometimes hereinalter referred to as the Grantee

WITNESSETH:

That KXXXX GWALIA (U.S.A.) LTD,

, for and in consideration of the sum of Twenty Three Thousand

and No/100 (\$23,000.00) Dollars,

to WXINe in hand paid by Georgia Pacific Corporation, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Georgia Pacific Corporation, its successors and assigns, All Merchantable Trees, regardless of size and species, located in the "Area to be Cut" on attached Timber Map,

located on the following described real estate, to wit:

All that certain piece, parcel, or tract of land situate, lying and being in the County of Greenwood, State of South Carolina containing 38.90 acres, more or less, and being more particularly described on a plat of the same made by Newby-Proctor and Associates, dated March 17, 1988, as revised January 20, 1989, which plat by reference is made a part hereof, and being the identical property conveyed to GWALIA (U.S.A.) LTD by deed of Cornelius B. Young recorded February 13, 1989 in Greenwood County in Deed Book 337, Page 253.

A Timber Map showing the above described property and the said "Area to be Cut" is attached hereto and made a part hereof.

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And for the consideration aforesaid, the Grantor do e Sfurther grant, bargain, sell and convey unto the Grantee, its successors and assigns, for the period of twelve (12) months from the date hereof, full, complete and unqualified rights to enter, in, upon, through and over all parts of the above described lands for the purpose of cutting, manufacturing, removing and transporting through and over the same, the said trees and timber herein granted. All timber not cut or removed within the time herein stated shall revert to the Grantor

The Grantee shall have the right to construct, operate and maintain necessary roads over the forest area of the land and extending to the main highway over other lands which may be owned by the Grantor , if such may be necessary, and to use upon said land any existing farm roads or roads necessarily constructed by the Grantee for the removal of the timber.

The Grantee shall use its hest efforts to suppress and control any fire occurring on the property during its operations, but will be responsible only for damage resulting from fires caused by its own negligence.

The Grantor further agree that the property lines of the within described tract are clearly marked, or will be so marked prior to any timber cutting, and are the correct property lines, and the Grantor will be solely liable for any damage or claims which may be made because of improper or inadequate marking of the property lines.

It is specifically understood and agreed that the Grantor warrantS the acreage in the above tract and does hereby indemnify the Grantee against any claim made by any person claiming an interest in the timber herein conveyed and that the Grantor will defend any suit brought by any such person on behalf of the Grantee and will be liable for all costs, including attorney's fees, in connection with defending such claim.

In the event of any dispute between the Granton and the Grantee arising out of the terms and conditions of this Timber Deed and the penfarmance of other parties thereunder. Grantor and Grantee agree S to accept and be bound by the decision of an applitration board of three (3) members, . with one member being selected by the Grantor , one by the Grantee and the third member being selected by the first and second arbiters appointed. The arbiters appointed must reach an agreement within thirty (30) days after the appointment of the arbiter by the Grantor and the Grantee. The parties agree to abide by and to be controlled by the "Uniform Arbitration Act" as enacted in South Carolina. The period allowed herein for cutting and removal of timber shall be extended automatically for the number of days required to complete the selection of the arbiters and to complete the arbitration of such issues.

nor Grantee shall be responsible for non-performance due to strike, lockout, riot, war, civil disturbance, Act of God or other causes (whether or not of a similar nature) beyond the reasonable control of the parties. At the option of the Grantee, the terms of this contract shall be extended for a period of time equal to the time the Grantee is prevented from cutting and removing said timber due to any of the above occurrences so that the Grantee shall have sufficient time to remove said timber.

SPECIAL PROVISION AND CONDITIONS

- The Grantee agrees that should logging conditions become excessively wet during logging operations the Grantor may stop the logging until more favorable soil conditions prevail, provided however, that if logging is stopped as set above, the Grantee will be allowed an additional period of time equal to the period in which logging is stopped to compensate for logging operations.
- That after the timber and pulpwood trees are harvested and removed from said tract of land, the Grantee will reasonably remove all limbs, tops and debris resulting from cutting, logging, and harvesting operations from open fields, pastures, and streams.
- The Grantee further agrees that any fences which are in a state of good repair at the time of the beginning of logging operations which are damaged as a result of logging operations, will be reparied or restored to their condition at the time of the beginning logging operations.
- The Grantee will leave all roads in as good or better condition than found at the start of logging. Any roads constructed shall be left in passable condition.
- The Grantee agrees to indemnify and hold harmless the Grantor from (5) any and all liability for personal injury or death that might occur upon the premises as a result of the cutting and logging of the timber conveyed by this instrument.

TO HAVE AND TO HOLD, all of the timber herein conveyed, to the extent cut and removed within the time herein stated, to the said Georgia Pacific Corporation, its successors and assigns, forever.

hereby warrant and defend title to the said property herein conveyed unto the said Georgia Pacific Corporation, its do successors and assigns forever from and against any and all rights or claims of any and all persons, firms and corporations whatsoever

· The covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs. successors and assigns.

covenant S to and with the Grantee, its successors and assigns, that XX it is XX seized of an indefeasible title in fee Kexit has the right to grant and convey the trees and timber, rights and simple to the said property, rights and privileges hereby conveyed, that privileges hereby granted and conveyed, that the title thereto is free from defects, imperfections and encumbrances, and that it, the said Grantee, its successors and assigns, shall quietly and peaceable possess and enjoy the same; that warrant(s) generally the title thereto, and will execute such other and he further assurances as may be requisite.

WITNESS mv. our hand and seal day of April this 18TH in the year of our Lord one thousand, nine hundred and eighty-nine thirteenth year of the Sovereignty and Independence of the United and in the two hundred and States.

Signed, Sealed and Delivered in the Presence of:

•	GWALIA (U.S.A.
Robert Heisen	BY: Muhal
Notary Public	Vice President
633 17th St. Denver, CO 80202	
My commission expires 1-27-91	•
HILLEUCHUMUITA GA	

•	•
STATE OF SOUTH CAROLINA	
county of Denver	
Personally appeared before me Patricia	an Murphy
	GWALIA (U.S.A.) LTD.
sign, seal and as SIR act and deed, deliver the with Jaylene Y. Earwood	within written Timber Deed; and that he witnessed the execution thereof.
SWORN to before me this day of April , 19 89	Weila QI
Jayleno W. Larwood Negary Bublic for South Carolina Colorado	-(LS) John House
My commission expires: 10-38-90	
v.	
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STATE OF SOUTH CAROLINA	
COLUMN OF	RENUNCIATION OF DOWER
COUNTY OF	(ABOLISHED BY SUPREME COURT)
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1,	a Notary Public for South
Carolina, do hereby certify unto all whom it may con	cern, that Mrs.
voluntarily, and without any compulsion, dread or lear relinquish unto the within named Georgia Pacific Corpo	tely and separately examined by me, did declare that she does freely, of any person and persons whomsoever, renounce, release and forever pration, its successors and assigns, all her interest and estate, and also all ular the trees and timber within mentioned and released.
Given under my Hand and Seal, this day of , ;	19
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Notary Public for South Carolina) ·

My commission expires:

